# **DPACS**

**DATE:** 04/14/04

**TIME:** 13:26:42

**NUMBER OF PAGES:** 33

PRINTED BY: LT BOB MCMASTER

# INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

LEASE DO NOT RETURN TOUR FORM TO	IIE ADOVE ADD	RESS. RETURN CO	MI DEIED FOR	TO THE ADDRESS IN BLOCK 4 BELOW.		
I. SOLICITATION NUMBER	2. (X one)			3. DATE/TIME RESPONSE DUI	3	
	a. INVITATION FOR I					
SP0412-04-R-2541	X b. RE	QUEST FOR PRO	POSAL(RFP)	2004 MAY 19/ 2:	00 PM	
	c. RE	QUEST FOR QUO	TATION (RFQ)			
		INSTRUCT	IONS			
Note: The provision entitled "Required Centra	l Contractor Reg	stration" applies to	most solicitation	as.		
1. If you are not submitting a response, compled ifferent return address is indicated in Block 7						
<ol> <li>Offerors or quoters must include full, accura attachments). "Fill-ins" are provided on Stands solicitation carefully. The penalty for making f</li> </ol>						
3. Offerors or quoters must plainly mark their proposals that is in the solicitation document.						
4. Information regarding the timeliness of resp Modifications, and Withdrawals of Bids" or In	onse is addressed structions to Offe	-	_			
4. ISSUING OFFICE (Complete mailing address, inc	luding Zip Code)	5	. ITEMS TO BE	PURCHASED (Brief description)		
<b>Defense Supply Center Richmond</b>						
ATTN: DSCR Procurement			Multiple	NSNs		
8000 Jefferson Davis Highway			SKIN,AIRC	RAFT		
Richmond, Virginia 23297-5770						
6. PROCUREMENT INFORMATION (X and comp	ete as applicable)					
a. THIS PROCUREMENT IS UNRESTRICT	ED					
X b. THIS PROCUREMENT IS 100 % SE	T-ASIDE FOR S	MALL BUSINESS	THE APPLICA	BLE NAICS CODE IS: 336413		
c. THIS PROCUREMENT IS% SE	T-ASIDE FOR H	UB ZONE CONCE	RNS. THE APP	LICABLE NAICS CODE IS:		
d. THIS PROCUREMENT IS RESTRICTED	TO FIRMS ELIG	IBLE UNDER SEC	CTION 8(a) OF 7	THE SMALL BUSINESS ACT.		
7. ADDITIONAL INFORMATION						
8. POINT OF CONTACT FOR INFORMATION						
a. NAME (Last, First, Middle Initial)				ODRESS (Include Zip Code)		
LT BOB MCMASTER, PZGLF14	NA PROC		Defe	nse Supply Center Richmond N: DSCR Procurement Jefferson Davis Highway		
c. TELEPHONE NUMBER (Include d. E-MAIL AI Area Code and Extension)	DDRESS		8000 Jefferson Davis Highway Richmond, Virginia 23297-5151			
(804) 279-4684 Robert.McMaste	er@dia.mil		Kicii	mond, Triginia 2027 - 0101		
9. REASONS FOR NO RESPONSE (X all that appl	y)					
a. CANNOT COMPLY WITH SPECIFICAT	IONS	d. DO NOT RE	NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED			
b. UNABLE TO IDENTIFY THE ITEM(S)		e. OTHER (Spe	ecify)			
c. CANNOT MEET DELIVERY REQUIREM	MENT	1				
10. MAILING LIST INFORMATION (X one)						
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U.A.			Zip Couc	,		
c. ACTION OFFICER		1			<u></u>	
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title		(3	) Signature	(4) DATE SIGNED (yyyymmdd)	
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Previous edition is obsolete.

DD FORM 1707, FEB 2002

<b>DD FORM 1707</b>	(BACK) FEB 2002
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FROM

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SOLICITATION NUMBER				
SP0412-04-R-2541				
DATE (YYMMDD)	LOCAL TIME			
2004 MAY 19				

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860

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# 47 NSNs - A/C Skins

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs are within FSCs 1560 and NAICS 336413. The NSNs will be evaluated on a line-by-line basis and multiple contracts may be awarded. Contractors may quote on as many NSNs as they have the capability to perform. The contract(s) awarded will be Indefinite Delivery Indefinite Quantity type contract(s). The solicitation contains a two-year base period with three one-year option periods.

The contractor shall function as a source of supply for the NSNs on this contract to consistently deliver parts to the DLA Depots. Delivery Orders will be issued to the contractor through the Paperless Ordering Placement System (POPs). The contractor shall interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) environment as specified in section titled 'System Interface and Integration' below. On an exception basis, manual delivery orders may be issued for these items.

Pricing: The Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, and estimated demand quantities for the base period and option periods. Please provide contractor pricing on this spreadsheet. Contractors are encouraged to consider minimum order quantities (MOQ) when setting prices. Contractors are not required to honor orders for quantities less than the MOQ [see clause I67, 52.216.19]. However, it is important to note that offers will be evaluated based on the estimated annual demand quantity (ADQ) [see clause M12, 52.216-9G09]. These numbers are based on the best projection available at the time of this solicitation and are subject to change. Some of the NSNs may have ADQs of zero; however, these NSNs may not necessarily have zero demands. They may, in fact, be items recently assigned to DSCR, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore, cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available.

For evaluation purposes, each individual NSN will be evaluated by multiplying the proposed unit price times the ADQ to arrive at the estimated total for each NSN and then add in First Article Testing and/or Surge and Sustainment costs. In those cases where the annual demand quantity is zero, the government will use (1) to represent the quantity.

\*\*Vendors are highly encouraged to submit pricing in an electronic format (spreadsheet) either through e-mail or on a disk to help expedite the evaluation process.

I71, 52.216-22, Indefinite Quantity: The minimum contract value is defined as the guaranteed monetary value of the aggregate orders issued during the base period only. The minimum will not guarantee orders for any particular item or group of items. The Government will not guarantee

a minimum for the option periods. The Government will compute a different minimum for each contract awarded under this solicitation in accordance with the following formula:

10% of the aggregate extended dollar value of the minimum order quantity (MOQ) for the NSNs, computed as follows:

 $0.1 \times ([NSN1 \text{ price} \times MOQ] + [NSN2 \text{ price} \times MOQ] + \text{etc}).$ 

The maximum contract value is defined as:

150% of the aggregate extended dollar value of the estimated value for the base period or each option period.

Delivery: The contractor shall deliver to the DLA distribution depot as designated on each DO. The contractor shall ship ordered items on or before the required contract delivery date specified in the DO. The required delivery date for each NSN is indicated in Attachment 1.

Delivery shall be FOB destination. The Contractor shall consolidate shipments from the same source to the same destination whenever possible.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Surge and Sustainment: Surge and Sustainment NSNs are identified in Attachment 2. Surge and Sustainment requirements are outlined in clauses 52.217-9G25 and 252.217-9006 in Section I, in instruction 52.217-9G26 in Section L, and in 52.217-9G27 in Section M. In the attachment, the individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. 'Surge Support' is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions.

CLIN 6000 - Surge and Sustainment Requirement. Notice to Offerors: Clin 6000 is the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified in Attachment #2. The offeror must specify the percentage of price increase for surge quantities or state 'none'. If the offeror fails to do so, the offeror will be evaluated with no additional charge for surge quantities.

Surge Support Plus%
Investment costs: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference Clause 52.217-9G25, 252.217-9006 and 52.217-9G26
\$

First Articles: First Article NSN's are identified in Attachment # 4 Government First Article Testing applies to 13 NSN's on this solicitation.

Testing & Evaluation Time: varies by NSN

FOB: Destination; Inspection at Origin, Acceptance at Destination Please see the Procurement Item Descriptions (PID) for more details on all FAT's

First Article Line Items beginning with 9906 are Government Testing & 9907 are Contractor Testing.

Packaging Requirements: Higher-level packaging requirements in accordance with MIL-STD-2073 apply. All items shall be marked in accordance with MIL-STD 129. The contractor is required to package material in accordance with Quantity Unit Pack (QUP) specified in MIL-STD-2073 and the Unit of Issue (UI) specified in each DO.

Quality: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000. However, the contractor may propose an equivalent quality system model. If the contractor chooses to propose an equivalent quality, the clause in E5 - 52.246-11 - Higher Level Quality Requirements must be completed.

NSNs that require origin inspection are coded C or 1 in the PIC field of the Quality Matrix (Attachment 3). NSNs that require destination inspection are coded 2 in the PIC field. Quality Assurance Provisions for each NSN also appear in Attachment 3.

Access to Technical Data Packages: Items shall be manufactured in accordance with Government technical data packages and drawings. The contractor may obtain technical data packages using the following website: http://www.dscr.dla.mil/tdmd. Contractors must have a membership number to access technical data. Contractors must follow the instructions provided on this website to obtain a membership number and technical data.

The Contractor is responsible for notifying the Government if the drawings or technical data is different from the information cited in the Acquisition Item Description (AID). Attachment 5 includes item descriptions obtained from the Contract Technical Data File (CTDF).

System Interface and Integration: In accordance with Clause52.211-9G33-POPS- Computer Compatibility, the contractor shall establish interface capability with DLA's Standard Automated Material Management System (SAMMS) and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of sending and receiving EC/EDI transmissions, electronic invoices and/or receipt transactions processing, and establishing two-way communication for logistics and management information. The Contractor shall ensure adequate systems interfaces are used to integrate commercial systems with Government systems for the entire logistics trail.

The following three EDI transactions are required for the purposes of

transmitting the DOs and Tracking Performance:

850 Purchase/Delivery Order

856 Shipment Notice Manifest

997 Functional Acknowledgment

The Purchase/ Delivery Order (850) will be processed through Defense Supply Center Richmond. The Functional Acknowledgement (997) will show that the contractor has received the delivery order and will establish the order issue date. The Shipment Notice (856) will identify the order shipment date of the total quantity. The functional acknowledgement and shipment notice will be used to track performance metrics. DSCR will utilize the Enterprise Linked Logistics Information Source (ELLIS), a performance metrics-tracking program, to measure contractor's performance.

NOTE: This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: http://www.dscr.dla.mil/kd/

Attachment 1 Pricing Workbook (Excel spreadsheet)

Attachment 2 Surge and Sustainment (Excel spreadsheet)

Attachment 3 First Articles (Excel spreadsheet)

Attachment 4 Quality Matrix with field explaination (Excel spreadsheet)

Attachment 5 PID data (HTML file)

CONTINUATION SHEET	Solicitation Number SP0412-04-R-2541	Page of Pages 6 31
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CONTINUATION SHEET	Solicitation Number SP0412-04-R-2541	Page of Pages 7 31
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NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (OAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

References in this document to MIL-STD-129 or MIL-STD-129 (Latest Revision) are intended to mean MIL-STD-129P, December 15, 2002.

# SECTION B

B10	9-3 ALT	REQUIREMENT FOR HOLDING FIRST ARTICLE: DSCR (JAN 1996)
B12	9-5	FIRST ARTICLE DELIVERY UNDER INDEFINITE DELIVERY CONTRACTS DSCR (MAR 1999)
B15	11-8	OFFER OF SURPLUS MATERIAL FOR LIFE SUPPORT, FLIGHT SAFETY CRITICAL AIRCRAFT PART (FSCAP) OR INDIVIDUAL REPAIR PARTS ORDER DATA (IRPOD)

The solicited item is a Life Support, FSCAP, or IRPOD. Due to the item's critical nature, offers of surplus material will only be evaluated to accommodate unique contingencies, such as obsolete aircraft/system, when the original equipment manufacturer is out of business, or if the sole vendor does not respond.

DSCR (SEP 1999)

# B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

### B24A 14-1 FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)

- Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to  $1:30~\mathrm{p.m.}$  on the day of closing will be presumed to have been received on time.

### B24B 14-2

# EVALUATION FOR MULTIPLE AWARDS (JAN 1998)

Offers will be evaluated by adding the \$500 administrative cost for each year of the contract period. For example, if a solicitation has four option years, the administrative costs would be \$2,500 (\$500 for the base year plus \$500 for each option year).

# MANDATORY OPTION REQUIREMENT DSCR (MAR 1999)

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner.

# POPS-GENERAL SOLICITATION NOTICE DSCR (OCT 2001) B33C 17-13

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). The acquisition contains provisions for 3 option years. See DSCR Clause 52.217-9G (Section I).

# 27-1 RIGHTS GUARD DSCR (FEB 1998)

Rights Guard data restrictions apply; see Clause 52.227-9G05 (Section I). Prior to requesting technical data an Annual Certification for the Use of Rights Guard Technical Data, DSCR Form P42, and an Annual Rights Guard Destruction Certification, DSCR Form 4178, must be on file at DSCR-VA, ATTN: Rights Guard Program, Richmond, VA 23297-5604. Contact 804-279-5912 for forms.

# DSCR FORM P-41 FREIGHT SHIPPING B68 INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

# SECTION C

# POPS - COMPUTER COMPATIBILITY DSCR (MAR 2001) C3 52.211-9G33

- (a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.
- The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set 856 Ship Notice/Manifest Tranaction Set

- $\mbox{(d)}$  Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.
  - (e) Information regarding EDI, ANSI X12 transactions,

and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond Directorate of Planning and Resource Management Systems and Procedures Division ATTN: DSCR-OZP, Sandra Moore 8000 Jefferson Davis Highway Richmond, VA 23297-5516 (Phone: (804) 279-4552)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil./edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.

(h)	The	iollowing	vendor	ED1/YZK	information	appires
(vendor	fill-	-in):				

EDI/Y2K Point(s) of Contact:	
Phone Number(s):	
Value Added Network (VAN):	
ISA07 Qualifier:	
ISA08 identifier:	
GSN3 Identifier:	

# SECTION D

# POPS-SPECIAL MARKING INSTRUCTIONS DSCR (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following mil-STD-129N dated 15 may 9/ and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

# 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military
- (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers

shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145\_3.pdf.

- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.
- (e) In the event of deployments, this clause may be (e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate

Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

# MILITARY SHIPPING LABEL (MSL) 52.211-9010 REQUIREMENT - MIL-STD-129P (FEB 2004)

- (a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping and two-dimensional (2-D) par coding on military habels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and continue to be required for the National Speck Number (MS) intermediate packages) for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number. The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.
- (b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129F. The Mrequires Code 3 of 9 or Code 39 linear bar codes for the The MSL Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. 2-D bar code on the MSL must contain the document 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be reconfilled. zero-filled.
- (c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at URL:http:// www.dscc.dla.mil/offices/packaging/specstdslist.html#STDs.
  - (d) This clause does not apply to -
- (1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS:
- (2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the

issue parts from a vendor controlled parts room); or

vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a greater than 450 b (115 gallons) as a receptate for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction S9E - Defense Supply Center Columbus - Electronics S9G - Defense Supply Center Richmond

S9I - Defense Supply Center Philadelphia - General and

Industrial S9T - Defense Supply Center Philadelphia - Clothing and

Textiles

S9M - Defense Supply Center Philadelphia - Medical Materiel S9P - Defense Supply Center Philadelphia - Perishable

S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros,

(i.e. 'A00000000') NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS

WITHIN EACH LINE. A copy of ISO/IEC-16388 is available from:

The American National Standards Institute 25 West 43rd Street New York, NY 10036

or through www.ansi.org or www.iso.ch.

# SECTION E

E3 52.246-2 INSPECTION OF SUPPLIES - FIXED

(AUG 1996) PRICE

52.246-11

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higherlevel contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

[	]	Other recognized industry standard(s) (but
		non-ISO/ANSI/ASQC) that is equivalent to or better
		than applicable ISO/ANSI/ASQC standard indicated
		above.
		Specify

]	]	Other process control system that is equivalent to
		or better than the applicable ISO/ANSI/ASQC standard
		indicated above which has not previously been
		determined to be insufficient for the Government's
		purpose. This may include previously recognized
		MIL-I-45208 or MIL-Q-9858 systems which have been
		augmented to be equivalent to ISO 9002 or ISO 9001
		respectively.

[ ] An existing system modeled after

[ ] MIL-I-45208 or [ ] MIL-Q-9858

and not previously determined insufficient for

the Government's purpose.
THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASOC STANDARDS

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment DSCR (MAR 2000)

52.246-16

RESPONSIBILITY FOR SUPPLIES

(APR 1984)

52.246-9G16 E14

INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: [ ] Destination [ ] Origin

Origin - First Shipment Only Destination - Subsequent Shipments

# E15

# **OUALITY ASSURANCE PROVISION**

Full text of the applicable QAP is available on the DSCR Master Solicitation, Section 2 - http://www.dscr.dla.mil/qap/qaps.htm.

# SECTION F

52.211-16 F1BA

VARIATION IN QUANTITY

(APR 1984)

- (b) The permissible variation shall be limited to:
- 0.0% (Percent) Increase 0.0% (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with level, as designated by Item Number 1011000 2, 100 1011010 i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in the contractor ship a variation in the contract any line item/sub-clin other than as quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

52.211-17

DELIVERY OF EXCESS QUANTITIES

(SEP 1989)

F8 52.211-9G22

DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) DSCR (NOV 2003)

			Solicitation	n Number	r:		PAGE OF	PAGES
	CONTINUZ	ATION SHEET		L2-04-R			12	31
F16	52.211-9950	ORDERING OFFICE AND TIME O		accepted	d the supplies or	has otherwise autho	rized accep	tance.
Del and sha less th	11 specify date of	DELIVERY DSCR (NOV 1996)  be issued by DSCR-KDE of delivery which will not be		IN THE A	AWARD, the form sl	SPECTION AND ACCEPTA hall reflect the sig ance Representative	nature of a	IFIED
iess th	an	STOCK DVD		signatu:	IFIED IN THE AWAR res of both the Go	SPECTION AND DESTINA D, the form shall re overnment Quality As	flect the surance	
FOB	Destination	days N/A day	s	Represe		overnment consignee'		
	Origin he order is maile	days N/A day ed to or otherwise furnished			ED IN THE AWARD,	ON INSPECTION AND AC the form shall refle nee's representative	ct the sign	ature
contrac	tor.			EX	CEPTION: If the	award is for an Inde	finite Deli	very
F16A	52.211-9G50	ORDERING OFFICE AND TIME ODELIVERY ALTERNATE I DSCR (FEB 1996)	F	in Sect the inv	ion I, the contra- oice the informat ph (c)(3), rather applies only to t	se 52.213-1, Fast Pactor has the option ion specified in FAR than submitting a Dhose delivery orders	of includin 52.213-1, D Form 250.	g on This
F28B	52.242-15	STOP WORK ORDER (AUG 1989	)	,	s 250 are availab	le at:		
F28BB	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)		http://	webl.whs.osd.mil/	icdhome/DDEFORMS.htm	DSCR (MAR	2004)
F29	252.246-7000	MATERIAL INSPECTION AND RE REPORT DFARS (DEC 1991)	CEIVING	F34	52.247-34	F.O.B. DESTINATION	(NOV 1991	.)
DSCR NO	OTES:	·		F35	52.247-48	F.O.B. DESTINATION		OF
		, the contractor has the opti				SHIPMENT (FEB 199	9)	
52.213- DD Form	-1, paragraph (c) n 250.	e the information specified i (3), rather than submitting a		F40	52.247-58	LOADING, BLOCKING OF FREIGHT CAR SHI (APR 1984)		•
and dis provide the DD	stribution of the ed by the Adminis Form 1155. Form	d instructions for preparation DD Form 250 when required with DE form 250 when required in E s are also available at: /icdhome/DDEFORMS.htm.	ll be	<b>F</b> 53	52.247-9G09	F.O.B. DESTINATION TRANSSHIPMENT DS		
until a	a completed Mater m 250, is receive	plies, payment will not be ma ial Inspection and Receiving d by the Government. The for	Report, m shall	<b>F</b> 55	52.247-9G11	MANUFACTURER'S LOJ DSCR (JAN 1996)	DING PRACT	CES
reflectinspect	t that a duly aut ted and accepted	horized Government representa the supplies or has otherwise	itive has	SECTION	ıı			
author	ized acceptance.			12	52.202-1	DEFINITIONS (DEC	2001)	
	ORDER, the form	NSPECTION AND ACCEPTANCE IS Shall reflect the signature crance Representative (QAR).		14	52.203-3	GRATUITIES (API	1984)	
SPECIF	WHEN DESTINAT	TON INSPECTION AND ACCEPTANCE the form shall reflect the s		15	52.203-5	COVENANT AGAINST ( (APR 1984)	CONTINGENT 1	FEES
	WHEN ORIGIN I	<pre>gnee's representative. NSPECTION AND DESTINATION ACC ER, the form shall reflect th</pre>		16	52.203-6	RESTRICTIONS ON SU SALES TO THE GOVER (JUL 1995)		R
signat	ures of both the	Government Quality Assurance Government consignee's repres DSCR (MA	sentative.	17	52.203-7	ANTI-KICKBACK PROC (JUL 1995)	CEDURES	
F31	252.246-7000	MATERIAL INSPECTION AND RI REPORT DFARS (DEC 1991)	SCEIVING	18	52.203-8	CANCELLATION, RESC AND RECOVERY OF FO ILLEGAL OR IMPROPE (JAN 1997)	INDS FOR	
DSCR N	OTES:					(		
Append	ix F, Tables 1 an	e distribution required in DFA d 2, a copy of the Material : required to the following ac	Inspection	19	52.203-10	PRICE OR FEE ADJU: FOR ILLEGAL OR IM ACTIVITY (JAN 19	PROPER	
[x]	Directorate ATTN: Inve	Penter, Richmond 1 CY Son Davis Highway of Business Operations entory Control Manager A 23297-5862		19 <b>A</b>	52.203-12	LIMITATION ON PAYS INFLUENCE CERTAIN TRANSACTIONS (JU		
[ ]	OTHER:	NO. CY(s)		110	252.203-7001	PROHIBITION ON PE OF FRAUD OR OTHER CONTRACT RELATED DEFARS (MAR 1999)	Defense	CTED
				I14	52.204-2	SECURITY REQUIREM	ents	
Inspec	tion and Receiving vernment. The fo	ne made until a completed Matering Report, DD Form 250, is resorm shall reflect that a duly representative has inspected a	ceived by	CONTIN	UED ON NEXT PAGE			

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	CONTINUA	MOIT	SHEET	1	2-04-R-			13	31
I14B	52.204-4		COPIED DOUBLE-SIDED LED PAPER (AUG 200	0)	I31B	9-4A ALT I	FIRST ARTICLE AND/O		
I14C	252.204-7000		RE OF INFORMATION DEC 1991)				DSCR (JUL 2000)		
I15A	252.204-7003	CONTROL OF GOVERNMENT PERSONNI WORK PRODUCT DFARS (APR 19			132	252.209-7000	ACQUISITION FROM SUBCONTRAC SUBJECT TO ON-SITE INSPECTI		ON
116	I16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)			01)			UNDER THE INTERME NUCLEAR FORCES (I (DFARS) (NOV 1995	NF) TREATY	ì
on regis calling http://w	tration and annua 1-888-227-2423 or ww.ccr.gov.	al confirm via the		У	132C	252.209-7004	SUBCONTRACTING WITH THAT ARE OWNED OR C BY THE GOVERNMENT O TERRORIST COUNTRY DFARS (MAR 1998)	ONTROLLED	
non-comm	NOTE: For obtainmental items or 5	ining DUNS 52.212-1 f	refer to 52.204-6 f or commercial items. DSCR (MAY 1		I34G	52.209-9G13	PRODUCTION LOT SAMP		
<b>I17</b>	252.205-7000		N OF INFORMATION TO IVE AGREEMENT HOLDER: EC 1991)	s	facility productio	in sufficient ti n articles to al	l be delivered to th me prior to the deli low a 60 day period	very date of for testing	ng
126	52.208-9G01		TION TO GOVERNMENT O ATED PRODUCTION PHASE C 1997)		production articles to allow a 60 day period for testing by the laboratory and written notification by the Contraction Officer of the approval or disapproval of the samples. Within 90 days of the receipt of the samples, the testing facility shall notify the Contracting Officer through the Quality Assurance Specialist, DSCR-KD, of the results of the testing with a recommendation for approval or				ing
128	52.209-3		TICLE APPROVAL - OR TESTING (SEP 198 E I (JAN 1997)	89)	Contracto	r written notifi	ting Officer shall p cation of approval/d date samples were su	lisapproval	<del>.</del>
(a) The contractor shall test units(s) of lot/item SEE ATT 3 as specified in this contract. At least calendar days before the beginning of first article tests, the contractor shall notify the					135	52.211-5	MATERIAL REQUIREMEN	TS (AUG 20	100)
Contract:	ing Officer, in w	riting, o	f the time and locat ent may witness the	ion tests.	137A	52.211-15	DEFENSE PRIORITY AN REQUIREMENTS (SEP		N
report w. contract (who wil	ithin calenda to the cognizant l then forward th	r days fro Quality a ne report	it the first article om the date of this Assurance Representa to DSCR-J Post Award	tive	137F	252.211-7005	SUBSTITUTIONS FOR M FEDERAL SPECIFICATI STANDARDS DFARS (F	ONS AND	
Branch, with an officer	8000 Jefferson Da information copy (ACO) marked 'Fir	vis Hwy, 1 to the Adr st Article	Richmond, VA 23297- ministrative Contrac e Test Report: Cont.	5000) ting			mation for each SPI	-	
calendar	days after DSCR	receives	the test report, the	itina	Facility:				
of the co	onditional approv	al, approv	val, or disapproval	of the		or Federal tion or Standard	:		
130	52.209-4	GOVERNMEN	TICLE APPROVAL ~ NT TESTING (SEP 198 E I (JAN 1997)		Item Numbe	Contract Line er, Subline Item omponent, or			<del></del>
lot/item	The contractor s SEE ATTACHMENT 4 this contract to	within	calendar days from	n the	138	52.211-9000	GOVERNMENT SURPLUS (DLAD (APR 2002)		
					(Previous	versions of this	this clause are considered obsolete.)		
					requested offer, it officer pr Awards furnishing Assurance	by this clause of must be submittive to the solice of the citing origin; g of surplus mater Provision (QAP)	c quotes, if the info cannot be submitted we ed off-line to the oc- citation closing dat- inspection that auth- erial will contain a SO1 in lieu of the (	with your ontracting e. orize the Quality	•}
for first	article tests.				A copy	in this solicite of surplus QAP	S01 is available on	the DSCR	
(b) Within calendar days after the Government				Master Solicitation, Section 2, at http://www.dscr.dla.mil/qap/qaps.htm. DSCR (JUL 2002)					
notify th	ne contractor, in	writing o	ntracting Officer sha of the conditional of the first article			efinition.			
I31 <b>a</b>	52.209-6	PROTECTIN INTEREST CONTRACTO	NG THE GOVERNMENT'S WHEN SUBCONTRACTING DRS DEBARRED, SUSPEND SED FOR DEBARMENT	WITH	unused mat U.S. Gover Reutilizat authorized surplus pr	cerial that was perment and subsection and Marketing by DRMS, or the cogram. The term	ed in this clause, mourchased and accept quently sold by the I ng Service (DRMS), by cough another Federai ns 'surplus' and 'Gov angeably in this clau	ed by the Defense y contractor l Government vernment	rs t

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to CONTINUED ON NEXT PAGE

# CONTINUATION SHEET

# Solicitation Number: SP0412-04-R-2541

PAGE OF PAGES

14

demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

- (c) With respect to the surplus material being offered, the Offeror represents that:
- (1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. [ ] Yes [ ] No

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).
[ ] Yes [ ] No [] Yes [] No
The material conforms to the revision letter/number, if
any is cited. [] Yes [] No [] Unknown If no, the
revision offered does not affect form, fit, function, or If no, the interface. [ ] Yes [ ] No [ ] Unknown

The material was manufactured by:

(Name)

# (Addresss)

(2) The Offeror currently possesses the material. [] Yes [] No If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. [] Yes [] No If yes, provide the information below:

the information below:

Government Selling Agency \_\_\_

Contract Date (Month, Year)\_\_\_

Other Source

Contract Number\_

Address

Date Acquired (Month/Year)\_

- The material has been altered or modified. [] Yes [] No If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.
- (4) The material has been reconditioned. [ ] Yes [ ] No If yes, (i) the price offered includes the cost of reconditioning/refurbishment. [ ] Yes [ ] No; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. [] Yes [ If yes, the price includes replacement of cure-dated [ ] No components. [ ] Yes [ ] No
- (5) The material has data plates attached. [ ] Yes [ ] No If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.
- (6) The offered material is in its original package. [ ] Yes [ ] No  $\,$  (If yes, the Offeror has stated below all original markings and data cited on the package;

or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)
Contract Number
NSN
CAGE Code
Part Number
Other Markings/Data
(7) The Offeror has supplied this same material National Stock Number) to the Government before. [] Yes [] No If yes, (i) the material being offered i from the same original Government contract number as that

which the material was previously provided: Agency\_ Contract Number\_

provided previously. [ ] Yes [ ] No; and (ii) state below the Government Agency and contract number under

(8) The material is manufacturered in accordance with a specification or drawing. [ ] Yes [ ] No If yes, (i) the specification/drawing is in the possession of the Offeror. [ ] Yes [ ] No; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. [ ] Yes [ ] No

Specification/Drawing Number\_ Revision (if any)\_\_\_\_ Date

- (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination
- (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
- [ ] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.
- For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material
- [ ] For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.
- [ ] For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail  ${\bf r}$ methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.
- When the above documents are not available, or if [] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. [] Yes [] No.)
- [] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or

# raue

- SP0412-04-R-2541
- (f) This clause only applies to offers of Government surplus material. Offers of commercial surplus,
- surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.
- (g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.
- (h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.
- (i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.
- (j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I38C 52.211-9004

PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)

DSCR NOTE: The DPAS rating will be reflected on the individual delivery order.  $$\operatorname{DSCR}$$  (APR 2001)

138DC

52.211-9005

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS DLAD (DEC 2001)

(a) Definitions.

'Actual manufacturer' means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

'Approved source' means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

'Critical safety item' (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

'Design control activity' means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

'Exact product' and 'alternate product' are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

'Prime contractor' means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

'Rebranding' means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

- (b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.
- (c) This provision applies only to offers of 'exact product.' Offers of 'alternate product' will be evaluated in accordance with the clause at DLAD 52.217-9002.
- (d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID. Additionally, if the Offeror manufacturers the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum:
- (1) If offered item(s) are 'not in stock' or 'not yet manufactured'  $\mbox{--}$
- (i) A copy of Offeror's Request for Quotation to approved source cited in AID; and  $\,$
- (ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)
- (2) If offered item(s) are 'shipped' or 'in stock' --
- (i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.), or
- (ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and
- (iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)
- (3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

# CONTINUATION SHEET

# SP0412-04-R-2541

- (i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or
- Letter from an approved source cited in (ii) the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or
- (iii) Other verifiable information (e.g. listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or distribute the exact item cited in the AID for an approved source cited in the AID.
  - (4) When the AID specifies a revision number --
- (i) Documentation establishing that the offered item was (or will be) made in accordance with the ortered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID); or
- Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.
- (e) By the submission of this offer, the Offeror represents that
  - (1) The item(s) to be provided to the Government -
- (i) Is (or will be) in full compliance with all requirements specified in the solicitation; and
  - (ii) Is not (or will not be) --
    - A factory second;
    - Changed, mutilated, or rebranded; (B)
    - A manufacturer's overrun; (C)
    - A rejected item; or (D)
- Government surplus material (unless (E) Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).
- In the event of item failure, Offeror will have (2) access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.
- (3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).
- Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

# I38DD 52.211-9006

CHANGES IN CONTRACTOR STATUS. ITEM ACQUIRED, AND/OR
MANUFACTURING PROCESS/FACILITY - CRITICAL SAFETY ITEMS DLAD (JUL 2002)

- If any changes occur in the Contractor's business (a) status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer(ACO)
- The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:
  - (1) Later revisions to drawings, specifications

or standards that differ from the revision cited in the acquisition identification description (AID) in the  $\,$ 

- (2) Changes in the manufacturing process; A change in the approved source's (3)
- manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

# I38DE 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS DLAD (JUL 2002)

The item being acquired is a critical safety item Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at http://www.dscr.dla.mil/vg/CriticalPartReview.htm.)

150	52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
150C	52.215-8	ORDER OF PRECEDENCE (OCT 1997)
I50D	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
150E	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 1997)
150F	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
150G	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
150K	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) (OCT 1997)
	ALTERNATE I	(OCT 1997)
I50L	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
150M	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
150N	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
150P	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to an exception applies of cost of pitcing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of clause 52.215-21 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of clause 52.215-21 above.

DSCR (MAR 1999)

PRICING ADJUSTMENTS T60 252.215-7000 DFARS (DEC 1991) COST ESTIMATING SYSTEM **I61** 252.215-7002 REQUIREMENTS DFARS (OCT 1998)

31

# 166 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM:

DATE OF AWARD

THROUGH: 365 DAYS AFTER DATE OF AWARD

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by 7/12/2004. The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

# 167 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or SEE ATTACH Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b)  $\mbox{{\sc Maximum}}$  Order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of N/A DVD or Stock
  - (2) Any order for a combination of items in excess of , or
  - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

# 167A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER QUANTITY DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ SEE ATTACHMENT 1 Notwithstanding such minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the OUP.

# I71 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after days from the date of contract expiration.

# I84S 52.216-9G43 SINGLE OR MULTIPLE AWARDS DSCR (FEB 2001)

- (a) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award a single task/delivery order contract or to award multiple task/delivery order contracts for the same or similar supplies or services to two or more sources under this solicitation. Use of multiple awards may increase the active production base to support military requirements with the added benefit of competition throughout the life of the contract.
- (b) Evaluation Criteria for Award: Proposals will be evaluated in accordance with the evaluation provision(s) specified in the solicitation. In the event of multiple awards, the same evaluation criteria will be used to

determine which proposals represent the best value to the Government. The exact number of awards is left to the discretion of the Contracting Officer considering the administrative burden to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base for military requirements, and the benefits that may be achieved through continued competition.

- (c) Task/Delivery Order Placement Procedure: In the event of multiple awards, each awardee will be provided an opportunity to compete for individual task/delivery orders unless an exception at FAR 16.505(b)(2) applies. However, all testing and approval requirements, such as, but not limited to, first article testing, shall be satisfactorily performed prior to participating in order competition. Requests for order information may be transmitted to awardees by electronic, facsimile or oral means. The Contracting Officer shall establish a common cut-off date for the submission of proposals. As a minimum, evaluation criteria for order placement will include price. The Government reserves the right to consider additional factors such as past performance on earlier orders under the contract, quality, timeliness, cost control, and delivery.
- (d) Pricing Individual Task/Delivery Orders-the Price Ceiling Rule: Prices identified in the schedule represent ceiling price(s) for task/delivery order competitions. Therefore, awardees may not submit a price in excess of that specified in the schedule. The Contracting Officer reserves the right to waive the ceiling to accommodate an earlier delivery for urgent requirements provided a delivery was not previously established based on priority.
- (e) Conditional Award on Alternate Offer. The Government reserves the right to include amongst the multiple awardees any offeror who has submitted an alternate offer that has not yet been approved, but which has a reasonable likelihood of being approved within 180 days. This award would be a conditional award by which the alternate offeror would only be eligible to compete for orders in the event that the alternate offer is approved. The purpose of this conditional award is so that award to known acceptable sources to the Government is not delayed pending review of the alternate offer. In the event that the alternate offer is subsequently approved, and any required first article test is successfully completed and approved, that offeror will be eligible to compete for all subsequent task/delivery orders after all other multiple awardees are notified of the approval of the alternate offer. In the event that the alternate offer is rejected, the conditional award will be subject to a no fault cancellation. For approved items, the Government reserves the right to impose first article test if recommended by the Engineering Support Activity. In such cases, the modification removing the conditional award will also add the first article requirement. From the time the modification is issued, the contractor is legally bound to perform on those delivery orders issued to their company and shall comply with all terms and conditions of the contract to include the default clause.
- (f) Task and Delivery Order Ombudsman: In accordance with FAR 16.505(b)(5), delivery order placement concerns will be considered by the DSCR Task and Delivery Order Ombudsman. Such complaints should be addressed to:

Defense Supply Center Richmond ATTN: Nancy M. Witwer, DSCR-DU 8000 Jefferson Davis Highway Richmond, VA 23297-5000

E-mail:

nwitwer[at]dscr.dla.mil
(804)279-4955

Telephone: (804)279-4955 FAX: (804)279-6615.

FAX: (804)2/9-6615.

Such complaints must specify they are being filed pursuant to FAR 16.505.

I86 52.217-2

CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

I88 52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60

Solicitation Number: SP0412-04-R-2541 PAGE

OF PAGES

18

days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed  $60\,$  months.

I89F 252.217-9006

LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS DLAD (JUL 1999)

I91 52.217-9G08

OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

- [ ] Option unit prices are the same as the unit prices offered for the basic contract, or
- [ ] Option period unit prices are as indicated in the schedule.

# I92BA 52.217-9G15 FLEXIBLE OPTIONS DSCR (NOV 1996)

- (a) This solicitation is for an indefinite quantity with a guaranteed minimum for one year, the base year. It also includes 3 options for one year each.
- (c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered 99% of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

# 192F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

- (a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items which were awarded on a sole source basis, in the event that an alternate product is available from another source.
- (b) The Government reserves the right to bilaterally add to the contract new or replacement items, by modification, at prices to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.

provide the Government thirty (30) days advance written notice

- such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty
- (30) day period. The Government will delete any such item from this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable

substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued

- item. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.
- (d) If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources of supply for a comparable item.

192K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT
DSCR (JUN 2001)

- (a) Definitions. As used in this clause-
- (1) 'Surge and Sustainment (S&S) Capability' means the ability of the contractor and base suppliers to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.
- (2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.
- (b) Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.
- (1) Notification of S&S Capability Changes. Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such impact. Such notification shall include the Contractor's proposed corrective action plan.
- (2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.
- (3) Agreement to Participate in S&S Validation/
  Testing. By submission of an offer for the S&S requirement,
  the contractor agrees to participate in S&S testing as
  required by the Government to validate the S&S capability.
  Testing/validation may include, but not be limited to,
  participation in live exercises, participation in Commanderin-Chiefs or Joint Chiefs of Staff exercises approved in the
  DLA Joint Training Plan, paper exercises, simulations, or
  command post exercises. The Government reserves the right
  to require tests using other methodologies when deemed
  appropriate.
- (c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as 'S&S Orders.'
- (1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.
- (2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.
- (3) Contract Ceiling. The Government reserves the right to increase the contract ceiling as necessary to accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract ceiling.
- (d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option

Solicitation Number:

SP0412-04-R-2541

PAGE OF 19

PAGES 31

is the most advantageous method of meeting the Government's Factors that may be considered include maintenance of the S&S capability; results of validation/testing; performance during an actual contingency; and other

pertinent information related to the S&S requirement.

194	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
196	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
I102	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
1112н	52.219-9003	DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)
I118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I120M	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
1121	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
I121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas. provided to assure privacy between the serves areas, provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

opporcum	opportunity clause of this contract.				
I122	52.222-26	EQUAL OPPORTUNITY (APR 2002)			
I125	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)			
I126	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)			
1127	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)			

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment

from future government contracts.

Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.

Contractors can get additional information and/or assistance in completing the VETS-100 form by accessing this Department of Labor website:

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

1133	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
1134	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
1135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)
I138	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
1139	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS (APR 2003)
1140	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DFARS (APR 2003)
I140C	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFARS (APR 2003)
I147	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES DFARS (FEB 2003)
I147C	252.225-7013	DUTY-FREE ENTRY DFARS (APR 2003)
I148C	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS DFARS (APR 2003) ALT I (APR 2003)
I157C	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES DFARS (SEP 2001)
1158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
1159	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
1162	52.227-9	REFUND OF ROYALTIES (APR 1984)
1172	52.227-9G05	RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA DSCR (FEB 1998)

THIS IS A RIGHTS GUARD PROCUREMENT AND THE FOLLOWING RESTRICTIONS APPLY:

- (a) Technical data furnished herewith (hereinafter Rights Guard technical data) is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity other than to supplier's bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract. to this solicitation or performing any resulting contract.
- The suppliers/bidders/offerors hereunder are prohibited from (1) reproducing, in whole or in part, Rights

# CONTINUATION SHEET

Guard technical data; (2) incorporating any information contained in such Rights Guard technical data into other documentation; or (3) otherwise utilizing such Rights Guard technical data, except for responding to this solicitation or performing any resulting contract. Each supplier/bidder/offeror shall include the authorized DFARS limited rights legend of 252.227-7013, Rights in Technical Data - Noncommercial Items (NOV 1995), identifying the Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror to

the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such date is required by the limited rights legend authorized under its contract.

- (c) Rights Guard technical data provided by DSCR, including any copies thereof, is to be destroyed according to the following schedule:
- 1. Immediately upon decision to 'no bid' the solicitation for which the data was received.  $\label{eq:control} % \left( \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} \right) \left($
- Within 15 days of being advised your company was not the successful bidder for the solicitation for which the data was requested and received.
- 3. If the contract awardee, within 15 days of contract completion.

NOTE: The DSCR ANNUAL Certificate of Destruction, DOES NOT IN ANY WAY IMPLY OR PROVIDE AUTHORITY FOR YOUR COMPANY TO RETAIN THE DATA BEYOND THE TIMEFRAMES ESTABLISHED ABOVE. Suspected and actual instances of data retention provided by DSCR beyond these timeframes will be reported to The Boeing Company for remedy. Furthermore, failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitation involving Boeing technical data

- The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction of Boeing proprietary data.
- (e) All suppliers shall comply with MIL-STD-130 for the purpose of distinguishing any spare parts made using Boeing Rights Guard technical data.

1173	52.227-9907	GOVERNMENT-FURNISHED MYLAR DSCR (APR 1997)
1177	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 1984)
1187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)
1188	52.232-1	PAYMENTS (APR 1984)
1189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
1190	52.232-11	EXTRAS (APR 1984)
1193	52.232-17	INTEREST (JUN 1996)
1195	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)
1196	52.232-25	PROMPT PAYMENT (OCT 2003)
I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYMENT NOTICE DSCR (APR 2000)
The	following deviat:	ion is applicable to FAR Clause

following deviation is applicable to FAR Clause

Paragraphs (a)(3)(iv) and (v) are deleted and replaced with the following:

(a)(3)(iv) Description, quantity, unit of measure, unit

price, and extended price of supplies delivered or services performed. Unit of measure is not required for Electronic commerce (EC/EDI) contract.

(a)(3)(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms), except for POPS contract. Bill of Lading number and weight of shipment will be shown for shipments on Government bills of lading.

In addition to the above deviation, the following clarification is added to ensure proper payment of invoice:

(a)(3)(iv) The invoice price shall correspond to the unit of issue price specified in the contract. For example, if 12 each (EA) equals 1 box (BX) and the contract specifies EA, but you sell the item by BX, the invoice must be exhibited on an EB price basis be submitted on an EA price basis.

## DAVMENT BY ELECTRONIC FUNDS 52.232-33 I196H TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance DSCR (MAR 2000) Address field of this contract/order.

### DISPUTES (JUL 2002) **I199** 52.233-1

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA.

1200	52.233-3	PROTEST AFTER AWARD (AUG 1996)
<b>I206</b>	52.242-13	BANKRUPTCY (JUL 1995)
1208	52.243-1	CHANGES FIXED PRICE (AUG 1987)
1211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)
I211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)
I213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
I213D	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) DFARS (MAR 2000)
1218	52.245-19	GOVERNMENT PROPERTY FURNISHED 'AS IS' (APR 1984)
1219	52.245-9G07	GOVERNMENT FURNISHED PROPERTY PROVISION DSCR (JAN 1996)

(d) Transporting of GFM: The Government will bear the

CONTINUED ON NEXT PAGE

OF 21 31

cost of transporting the GFM described herein to the plant as identified in this paragraph.

CITY AND STATE

- (f) Data on GFM to be Furnished and Delivery Schedule:
- (2) The Government will furnish the materials for use in the performance of the resulting contract in the quantity required, based on the unit allowance specified as

NSN SEE ATTACHMENT

DESCRIPTION

UNIT PRICE \$

UNIT ALLOWANCE

SHIPPING LOCATION AND QUANTITY

1223 52.245-9G11

GOVERNMENT-OWNED TOOLING DSCR (SEP 1996)

- (a) Availability:
- (1) Tooling/set(s) of tooling as listed in the attachment to this solicitation is available and may be inspected at:
  - (c) Use of tooling:

OFFER IS [ ] IS NOT [ ] BASED ON USE OF GOVERNMENT-OWNED TOOLING LISTED HEREIN.

(d)(4) A sum of \$ will be withheld for each set of Government-owned tooling on loan to the contractor until its return to the Government in an acceptable condition.

1227 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

1231 52.246-9G01 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)

1235 52.246-9G05 WARRANTY PPP&M DSCR (APR 2000)

1237E 52.246-9G33 MISDIRECTED SHIPMENTS

DSCR (JAN 1996)

I237G 52.246-9G36 CONFIGURATION CONTROL DSCR (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/qap/qaps.htm

- When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/ revision specified unless a variation is processed and approved as provided for at (b) below.
- Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- (3) Process requests for waiver from the approved configuration in accordance with Paragraph  $5.4.4\,$ and Subparagraphs thereto and APPENDIX E.
- Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- $\ensuremath{(5)}$  Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
- (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

1240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)
1242	52.248-1	VALUE ENGINEERING (FEB 2000)
1244	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
1246	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
1247	52.249-9000	ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

### T248 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement

(DFARS)

http://www.acq.osd.mil/ dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices. Full text Quality Assurance Provisions (QAPs) Section 2:

Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments) Section 4: Procurement Automated Contract Evaluation (PACE)

Instructions Section 5: Full text of Contract Data Requirements List (CDRLs)

Section 6: Special Packaging Instruction (SPIs) Drawings

# Solicitation Number:

# SP0412-04-R-2541

PAGE 22

PAGES 31

Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all of the above

http://www.procregs.hg. dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

### AUTHORIZED DEVIATIONS IN CLAUSES 1249 52.252-6 (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.
- (b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

I249B 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

# SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE

ATTACHMENT NO

- [ ] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM
- [ ] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED
- [ ] DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -
- http://www.dscr.dla.mil/qap/CDRLs.htm
- DD 1664 DATA ITEM DESCRIPTION DID is available at -- http://www.dscr.dla.mil/gap/CDRLs.htm
- [ ] DD 1949-1 LSAR DATA SEL SHT
- [ ] DD 1949-2 PROV ROMT STATEMENT
- [ ] DD 2345 TECHNICAL DATA AGREEMENT Form is available at -http://webl.whs.osd.mil/icdhome/DDEFORMS.htm
- [ ] DSCR 2375 TECHNICAL MANUAL DISTRBN
- DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at -- http://www.dscr.dla.mil/procurement/mastersol.htm
- [ ] OUALITY ASSURANCE PROVISION
- [ ] TECHNICAL DATA
  TECHNICAL DATA is available at -http://www.dscr.dla.mil/tdmd
- [ ] OTHER:

SECTION K

### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE K2 DETERMINATION (APR 1985)

- (a) The offeror certifies that:
  - (1) The prices in this offer have been arrived at

independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) th methods or factors used to calculate prices offered.

- The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by signatory that the signatory  $\mbox{--}$
- $\ensuremath{\text{(1)}}$  Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above . . .

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME:	 
TITLE:	 

- (ii) As an authorized agent, does certify that the principals named in Subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a)(1) through (a)(3) above.
- (c) If the offer deletes or modifies Subparagraph (b)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the  $\frac{1}{2}$ disclosure.

# 52.203-11 K4A

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or  ${\sf res}$ after December 23, 1989, --
- No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- $\mbox{\footnotemark}$  (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

COMMINITARIA GUIDER	Solicitatio	n Number	:			PAGE OF	PAGES
CONTINUATION SHEET	SP041	2-04-R	-2541			23	31
(3) He or she will include the language of the certification in all subcontract awards at any tier and require that all recipients of subcontract awards in a subcontract awards and subcontract awards are subcontract.	nd	K8	252.209	-7001	DISCLOSURE OF OWNER CONTROL BY THE GOVE OF A TERRORIST COUNDFARS (MAR 1998)	RNMENT	
(c) Submission of this certification and discloss prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code berson who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure.	t . Any	K8A	252.209	-7002	DISCLOSURE OF OWNER CONTROL BY A FOREIG DFARS (SEP 1994)		NT
to be filed or amended by this provision, shall be sub a civil penalty of not less than \$10,000, and not more \$100,000, for each such failure.	oject to	<b>K13A</b> (a)	<b>52.215</b> -		place of performant spondent, in the per	·	
66 52.207-4 ECONOMIC PURCHASE QUANTITY SUPPLIES (AUG 1987)	-	contract	resultin	g from t	his solicitation,		-
(a) Offerors are invited to state an opinion on value quantity(ies) of supplies on which bids, proposal quotes are requested in this solicitation is (are) economically advantageous to the Government.		faciliti the offe	es locate ror or re	d at a d spondent	to use one or more particles of the contract o	om the addr	
(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invecommend an economic purchase quantity. If different quantities are recommended, a total and a unit price r quoted for applicable items. An economic purchase qua- is that quantity at which a significant price break of there are significant price breaks at different qua- points, this information is desired as well.	vited to t must be antity ccurs.	paragrap followin	h (a) of g spaces PERFORMA	this pro the requ	r respondent checks vision, it shall ins ired information: REET ADDRESS, CITY , ZIP CODE)	sert in the	TATE
OFFEROR RECOMMENDATIONS							
ITEM QUANTITY PRICE QUOTATION TO:	ral	NAME AND	ADDRESS	OF OWNER	AND OPERATOR OF THI		
					******		
	<del></del>			~~~~~~			
	·····						
(c) The information requested in this provision : solicited to avoid acquisitions in disadvantageous quand to assist the Government in developing a data base future acquisitions of these items. However, the Government the solicitation reserves the right to amend or cancel the solicitation resolicit with respect to any individual item in the quotations received and the Government's requirements indicate that different quantities should be acquired	antities e for ernment n and event	requires performa the numb	the numb	epartmen er of em in 52.2 loyees b		ace of	cs
CTA 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPO DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	DSED			·			
(a) (1) The offeror certifies, to the best of it showledge and belief, that -	ts				D	SCR (DEC 19	97)
(i) The offeror and/or any of its princ	cipals -	K14	52.215	-9002	SOCIOECONOMIC PROPO DLAD (MAR 1996)	SAL	
(A) are [ ] are not [ ] preser debarred, suspended, proposed for debarment, or declar incligible for the award of contracts by any Federal a	red	K14A	52.215	-9004	JAVITS-WAGNER-O DAY		Y
(B) have [ ] have not [ ], within three-year period preceding this offer, been convicted and a civil judgment rendered against them for: comming fraud or a criminal offense in connection with obtain the contract or performing a public (Federal, per local) contract or subcontract; violation of Federal.	d of or ission aining, state, al or	K15C	252.217	-7026	IDENTIFICATION OF SUPPLY DEARS (NO	SOURCES OF	
state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, oribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen pro	ing	to obtain	n certain es of sup	informa plies it	required under 10 t tion on the actual m acquires.	manufacture	r
ind  (C) are [ ] are not [ ] present  ndicted for, or otherwise criminally or civilly charges.	ged by a				uccessful Offeror ag table before award: TABLE	grees to co	mplete
Sovernmental entity with, commission of any of the off enumerated in Subdivision (a)(1)(i)(D) of this provision	tenses ion.	Line		Com'l Item	SOURCE OF SU	z y,jqo	ctual
(ii) The offeror, has [ ] has not [ ], rithin a three-year period preceding this offer, had core contracts terminated for default by any Federal a	one or	Item :	nsn (	Y or N) (3)	Company Address (4) (4)	Part No.	Mfg. (6)
		CONTINUE	D ON NEXT	PAGE			

Solicitation Number:

List each deliverable item of supply and item of technical data.

If there is no national stock number, list 'none.' Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table. (3)

For items of supply, list all sources. For technical data list the source. (4)

For items of supply, list each source's part number (5) for the item. Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

SMALL BUSINESS PROGRAM K16A 52.219-1 REPRESENTATIONS (APR 2002) ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1000

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, [ ] is not a veteran-owned small business concern. business concern.

(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns on the list of qualified nozone small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership

falls.

[ ] Black American. [ ] Hispanic American.

[ ] Native American (American Indians,

Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American.

[ ] Subcontinent Asian (Asian-Indian),

American.

K17A

[ ] Individual/concern, other than one

of the preceding.

SMALL BUSINESS SIZE REPRESENTATION 52.219-21 FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Complete only if the offeror has represented itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror represents as follows:

Offeror's number of employees for the past twelve months or offeror's average annual gross revenue for the last three fiscal years. (Check one of the following).

K23		52.222-22 PRI	EVIOUS CONTRACTS AND COMPLIANCE
[	]	Over 1,000	[ ] Over \$17 Million
ĺ	]	751 - 1,000	[ ] \$10,000,001 - \$17 Million
]	]	501 - 750	[ ] \$5,000,001 - \$10 Million
[	]	251 - 500	[ ] \$3,500,001 - \$5 million
Ţ	]	101 - 250	[ ] \$2,000,001 - \$3.5 Million
ĺ	]	51 - 100	[ ] \$1,000,001 - \$2 Million
[	}	50 or fewer	[ ] \$1 million or less
No		of Employees	Average Annual Gross Revenues

REPORTS (FEB 1999) The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this soliciation;

(b) It [ ] has, [ ] has not filed all required compliance reports

AFFIRMATIVE ACTION COMPLIANCE K24 52.222-25

The offeror represents that-

(a) It [ ] has developed and has on file,

[ ] has not developed and does not have on

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING 52.222-38 K24E REQUIREMENTS (DEC 2001)

				Solicitatio	n Number	•		PAGE OF	PAGES
	CONTINUA	TION S	HEET		.2-04-R			25	31
27C	52.223-13		ON OF TOXIC CHEMI ORTING (JUN 2003		K37A	252.247-7022	REPRESENTATION OF E TRANSPORTATION BY S DFARS (AUG 1992)		
	(CHECK EACH BL	OCK THAT IS	APPLICABLE.)		(b)	Representation.	The Offeror represe	ents that i	t
	] (i) The f ss or otherwise use on 313(c) of EPCRA,	any toxic ch			transpor	[ ] Does antici ted by sea in the	<pre>pate that supplies w   performance of any m this solicitation.</pre>	vill be contract o	
	] (ii) The fine employees as specific 42 U.S.C. 11023(b)	cified in se	s not have 10 or mection 313(b)(1)(A		transpor	[ ] Does not an ted by sea in the	ticipate that suppli performance of any m this solicitation	ies will be contract o	
13(f) hresh	] (iii) The finolds of toxic chemic of EPCRA, 42 U.S.C nolds at 40 CFR 372. Fication form has be	cals establi 1. 11023(f) ( 27, provided	including the alt I an appropriate	on	к38	52.2 <b>4</b> 7-9G17	PRODUCTION FACILITY DSCR (AUG 2000)	(ES	
[ Standa O thr		acility does ification Co prresponding	s not fall within de (SIC) major gr North American In	dustry	for the the appr	supplies. Each 1	ping and inspection ocation will be provided below. DO NOT put one paragraph.	vided in	
[ State	_	facility is r es, the Distr .co, Guam, Am	not located within rict of Columbia, merican Samoa, the	any the United	where su	pplies will be de	N: Insert below the livered to, or picke office, or small pe consignee.	ad-up by,	er,
ther	territory or posses	sion over wh	nich the United St	ates		(STREET, CITY, BER PLANT NAME	PHONE COUNTY, STATE, ZIP	CODE) NUMB	ER
29	252.225-7000		AN ACTBALANCE OF ROGRAM CERTIFICATE R 2003)						
	c)(2) The offeror octs are qualifying o			end					
I -	Line Item Number		Country of Ori	gin	Insert b		THE END ITEMS WILL BI where the end items ted.		
end pa	(3) The following roducts:	ng end produc	cts are other fore	eign		(STREET, CITY, BER PLANT NAME	PHONE COUNTY, STATE, ZIP	CODE) NUMB	BER
I	Line Item Number		Country of Ori (if known)	gin				····	
 129C	252.225-7003		INTENDED PERFORMAN		***************************************				
<b>4</b>	232.223-7003		UNITED STATES			elow the location	ACKAGING/PACKING WILL where the packaging		
31	252.225-7020 (2) The following	DFARS (API	EMENTS CERTIFICATE R 2003) are other nondesig			(STREET, CITY, BER PLANT NAME	PHONE COUNTY, STATE, ZIP	CODE) NUMB	BER
	ry end products:	COUNTRY	OF ORIGIN						
	<del>-</del>								
K31C	252.225-7031	SECONDARY I	ARAB BOYCOTT OF IS	RAEL	SECTION	L 52.204-6	DATA UNIVERSAL NUM	DWDTNG GYGM	
	NOTE REGARDING OFFER	RS FROM THE	CANADIAN COMMERCIA		111	52.204-6	(DUNS) NUMBER (J		-EM
he Ca	RATION: Pursuant to anadian Commercial (	Corporation	(CCC) will submit,	with		NOTE:			
ropos	precontractual mate sed subcontractor. raph (b) of Provision	The certific	cation shall confo	orm to	Universa Number u Central with the	al Numbering Systemsed for verificat Contractor Regist Debt Collection	equired to provide m (DUNS) Number or ion of registration ration (CCR) databa Improvement Act of	(DUNS+4) in the DoD se in compl	
<b>K34</b>	52.227-6	ROYALTY IND (APR 1984)	FORMATION			C. 3332; 31 U.S.C UNS Number:			
					(b) (refer t	DUNS Number may	be obtained through 1004, Required Central Lirectly from Dun and	al Contract	or et.
					CONTINUE	D ON NEXT PAGE	Dac.	. ,556 2000	•

				Solicita	tion Number	:		PAGE OF	PAGES
	CONTINU	ATION	SHEET	SPO	412-04-R-	-2541		26	31
L7	52.209-9G04		FIRST ARTICLE		or sendi	ng a FAX to (804	) 279-4946.		•
Prio	or Government Acc	DSCR (JAN	VERNMENT TESTING 1997)	3)	REFERENC		CATIONS AND/OR STAND SION 52.211-9G13 (SE		
GOV AGI	ENCY CONTRACT NO	DATE	NSN SPI	EC/PART NO.			2	Den (der 10	007
					L13	52.211-9G11	COMPLIANCE WITH SP DSCR (FEB 1996)	ECIFICATION	ıs
DECREASI	E IN PRICE	<del></del>	BY		L15	52.211-9G13	AVAILABILITY OF SP OR STANDARDS DSCR		
ITEM NO	·			·			OR STANDARDS DOCK	(DEC 2003	1
UNIT PR	ICE DECREASED FRO	)M	TO	·	L37B	52.214-34	SUBMISSION OF OFFE ENGLISH LANGUAGE	RS IN THE (APR 1991)	
L8A	52.209-9G08		CONTROLLED TECH CR (OCT 1999)	HNICAL	L37C	52.214-35	SUBMISSION OF OFFE CURRENCY (APR 19		
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	Defense Supply 8000 Jefferson ATTN: DSCR-VABA Richmond, VA 23	Davis Highwa			L48B	52.215-16	FACILITIES CAPITAL (JUN 2003)	COST OF MO	)NEY
	lude the 13 posi ation number, an	tion Nationa			L51	52.215-9G01	CLAIMS FOR FACILIT COST OF MONEY DSC		
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# SP0412-04-R-2541

L53 TYPE OF CONTRACT (APR 1984) The Government contemplates award of a

- [X] FIRM FIXED PRICE
- [ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
- [ ] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L53A 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) MANUFACTURING OR PRODUCTION INFORMATION DLAD (FEB 1996) L55 52.217-9003 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM 1.58 52.217~9G04 DOCUMENTATION REQUIREMENTS

If an item other than that cited in the Procurement Identification Description (PID) is offered under provision 52.217-9002, (Sec L), of this solicitation, this provision specifies the Government's requirements for additional documentation needed to evaluate whether the offered item meets the requirements for the Critical Application Item (CAI) and/or Flight Safety Critical Application Part (FSCAP) identified in the PID. The guidance herein is also intended to assist offerors in determining what documentation is needed to insure an adequate and timely evaluation of the source manufacturing the item - namely, a source approval request (SAR). The offeror shall determine which category applies. The specified documentation for that category, as well as that specified for all categories at subparagraph (b), shall be submitted in support of the manufacturing process.

DSCR (SEP 2002)

- (1) CATEGORY I Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD).
- (2) CATEGORY II Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)
- (3) CATEGORY III New manufacturer. The exact or similar item has not been previously provided to the OEM or DoD
- Requirements for all CATEGORIES in addition to the below checklist.
- Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.
- $\ensuremath{\text{(2)}}$  Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.
- (c) The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.

CATEGORY	I (same part)	ŧ	
CATEGORY	<pre>II (similar/equivalent part)</pre>	Į	
CATEGORY	III (new manufacturer)	[	

To determine the mandatory requirements to submit for CATEGORY I - III parts, the offeror must go to this website www.dscr.dla.mil/sarguide.doc.

### L59DA 52.217-9G26 SURGE & SUSTAINMENT CAPABILITY ASSESSMENT DSCR (JUNE 2001)

(a) Proposals submitted in response to this solicitation shall include a proposed approach to meeting solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery

(sustainment) of supplies to support simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:

PAGE

27

PAGES

31

- (1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.
- (2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.
- (3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.
- Describe access to, and plans for, (4) coordinating distribution and transportation services for meeting S&S requirements.
- (5) The contractor's agreements with suppliers and service providers that reflect access to S&S resources.
- (6) Clearly identify any significant investments (dollars or otherwise) required to resolve the problem areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:

  - (i) Why the investment is needed;(ii) what will be purchased with the investment;
  - (iii) basis for the investment cost;
  - the S&S capability to be gained from the (iv) investment; and,
  - (v) for investments needed to affect strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested above:
  - (i) The contractor's rationale for concluding the required S&S resources are readily available; and,
  - (ii) the contractor's ability to meet the S&S requirements through access to these resources. (Note: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding the item is readily available. The information submitted shall include a description of access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.)

### SERVICE OF PROTEST (AUG 1996) L75 52.233-2

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

> Contracting Officer Defense Supply Center Richmond ATTN: DSCR-JKDE 8000 Jefferson Davis Highway Richmond, VA 23297-5000

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

### L75B 52.233-9000 AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

- 1. with the contracting officer,
- 2. with the General Accounting Office, or

# 31

3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

# DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

# DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION L75BC 52.233-9001 DLAD (JUN 2001)

- (a) The parties agree to negotiate with each other to (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here (\_\_\_\_). Alternate wording may be negotiated with the contracting officer.

L79A 52.245-9G16 USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT DSCR (JAN 1996)

SOLICITATION PROVISIONS L82 52.252-1 INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information

with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement

http://www.acq.osd.mil/

(DFARS)

dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

Full text of DLA clauses and provisions and

DSCR clauses, provisions, and notices. Full text Quality Assurance Provisions (QAPs) Section 2: Section 3:

Shipping/scheduling information for freight shipments destined for stock locations

(DSCR Form P41 reference for freight shipments).

Procurement Automated Contract Evaluation (PACE) Section 4: Instructions

Full text of Contract Data Requirements List Section 5:

(CDRLs)
Special Packaging Instruction (SPIs) Drawings
Full text of Individual Repair Parts Ordering Section 6:

Section 7: Data (IRPODs)

DLA site with links to all of the above

http://www.procregs.hq.dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

# AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) L83 52.252-5

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of (Deviation)' after the date of the provision.
- (b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

# SECTION M

# 52.209-9G05 EVALUATION-FIRST ARTICLE APPROVAL DSCR (JAN 1996)

 $\mbox{(a)}\mbox{ }$  Estimated costs of Government testing will be a factor in evaluation of offers to the extent that such costs are shown below:

TTEM

GOVERNMENT TEST COST

SEE ATTACHMENT

мзв 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL DLAD (APR 2002)

(a) Definition.

- 'Surplus material,' as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.
- (b) The Agency will evaluate an offer of surplus material when the Contracting Officer determines the Offeror is  ${\sf Contracting}({\sf Contract$ otherwise in line for award, after adding the cost of evaluation (\$200 for internal evaluation and, if applicable, an additional \$500 for each Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).
- (c) When an offer is for a quantity less than the solicited quantity, the contracting officer will consider the \$500 cost of issuing and administering more than one award. The contracting officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.

	CONTINU	ATION SHEET
м8	52.214-9002	TRADE DISCOUNTS DLAD (JUN 1983)
M10AA	52.215-9003	SOCIOECONOMIC EVALUATIONS DLAD (OCT 1996)
M10B	52.215-9005	JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION DLAD (DEC 1997)
M10F	52.215-9G05	AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)

- (a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.
- (1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.
- (2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.

# (3) Business Systems Modernization.

- (i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.
- (ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based.

  Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.
- (iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).
- (iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://l31.70.202.70/j%2D6/bsm/test/vic.htm.

(4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS behiet. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

PAGE

29

PAGES

31

Solicitation Number:

SP0412-04-R-2541

Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

Telephone (804) 279-6881 FAX (804) 279-5042

- (5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.
- (6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.
  - (b) Using the ABVS score for evaluation.
- (1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.
- (2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

# M10G 52.215-9G06 EVALUATION AND AWARD DSCR (FEB 2000)

- (a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.
- (b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on

# Solicitation Number:

SP0412-04-R-2541

PAGE 30 PAGES

31

OF

a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- [ ] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- [X] approximately equal to cost or price; or
- [ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

- (c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.
- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.
  - [X] ABVS Score (52.215-9G05)
  - [ ] Quality History
  - [ ] Delivery Schedule Compliance
  - [ ] Javits-Wagner-O'Day (JWOD) (52.215-9005)
  - Mentoring Business Agreements (MBA) (52.219-9003)
  - [ ] Socioeconomic Support (52.215-9003)
  - [ ] Other (specify):
- (e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.
- (i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the

items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.
- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9605).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

# M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

# M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT -SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9008 (Section I).

# M19CA 52.217-9G27 SURGE & SUSTAINMENT EVALUATION MINIMUM REQUIREMENT DSCR (JUNE 2001)

- (a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.
  - (b) Acceptable Standard. Acceptable proposals must:
- (1) describe a methodology which enables visibility of supplier base resources on a continuing basis;
- (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
- (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
- (4) describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and
- (5) provide information regarding agreements with subcontractors, suppliers and service provides, if applicable, that reflect access to S&S resources;

~~~~	~	Solicitation Number:	PAGE	OF	PAGES
CONTINUATION	SHEET	SP0412-04-R-2541	31		31

- (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
  - (i) An explanation of why the investment is

needed.

(ii) A description of what items or materials will need to be purchased with the investment.

(iii) Provide a justification/basis for the

investment cost.

(iv) Identify the S&S capability to be gained from the investment.

- (v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- (c) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:
- provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- (3) identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- $(d) \quad \text{Deficient Proposals.} \quad \text{Proposal revisions to correct} \\ \text{deficiencies in S&S capability may be addressed during} \\ \text{negotiations with offerors determined within the competitive} \\$ range.
- Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/ costs represent:
- $\ensuremath{\text{(1)}}$  the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
- (2) the dollar amount associated with a confirmed requirement to support an actual contingency.
- The Government may (f) Materially Unbalanced Offers. determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government.

M19CC 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997)

M26A 52.245-9G17

USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT -EVALUATION OF OFFERS DSCR (JAN 1996)

			Estimated Demand Qty Base	Estimated Demand Qty Option	Estimated Demand Qty Option	Estimated Demand Qty Option	Unit Price Base	Unit Price Unit Price Unit Price	Unit Price	Unit Price		Minimum Delivery
Line Item	NSN	Nomenclature	Period	Yr 1	Yr 2	Yr 3	Period	Opt Yr 1	Opt Yr 2		⊑	Order Qty
0001	1560000756279	SKIN,AIRCRAFT	5	3	3	3					EA	
0002	1560002428317	SKIN, AIRCRAFT	5	4	4	4					E	_
0003	1560002578412	SKIN,AIRCRAFT	4	7	7	7					EA	2
0004	1560004323501	SKIN, AIRCRAFT	6	4	4	4					EA	
0005	1560004323545	SKIN, AIRCRAFT	_	1	_						ΕA	
0006	1560004323594	SKIN, AIRCRAFT	9	4	4	4					EA	_
0007	1560004359936	SKIN, AIRCRAFT	0		>	<b></b>					EA	
0008	1560006518183	SKIN,AIRCRAFT	15	24	24	24					E	o
0009	1560006590434	SKIN,AIRCRAFT	32	20	20	20					EA	OT OT
0010	1560007661559	SKIN, AIRCRAFT	6	12	12	12					F	<b>د</b>
0011	1560007772448	SKIN,AIRCRAFT	0	2	ω	ω					E	1 -
0012	1560007879697	SKIN, AIRCRAFT	18	20	20	20					E	U
0013	1560007879707	SKIN, AIRCRAFT	4	18	18	18					EA	. 0
0014	1560007883540	SKIN,AIRCRAFT	7	14	14	14					EA	4
0015	1560007915085	SKIN, AIRCRAFT	2	10	10	10					EA	. w
0016	1560009626512	SKIN,AIRCRAFT	8	ڻ ن	5	G					EA	3 -
0017	1560009685906	SKIN, AIRCRAFT	115	120	120	120					EA	30
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0019	1560010388301	SKIN, AIRCRAFT	0	ω	ω	ω					EA	
0020	1560010594475	SKIN, OUTER, PASSENGE		15	15	15					EA	4
0021	1560010609808	SKIN,AIRCRAFT	ω	2	2	2					EA	\ \ 
0022	1560011108099	SKIN,AIRCRAFT	7	4	4	4					EA	.   _
0023	1560011137494	SKIN,AIRCRAFT	23	17	17	17					E A	4
0024	1560011182726	SKIN,AIRCRAFT	17	10	10	10					EA	ω
0025	1560011182727	SKIN,AIRCRAFT	14	<u></u>	11	11					EA	ω
0026	1560011353149	SKIN,AIRCRAFT	_	_		_					Ą	
0027	1560011450224	SKIN,AIRCRAFT	39	38	38	38					EA	10
0028	1560011450230	SKIN,AIRCRAFT	0	16	21	21					EA	G
0029	1560011774369	SKIN,AIRCRAFT	2	35	35	35					ΕA	9
0030	1560011774370	SKIN, AIRCRAFT	30	48	48	48					EA	12
0031	1560011774371	SKIN,AIRCRAFT	7	6	6	6					EA	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
0032	1560011830193	SKIN, AIRCRAFT	2	_							7	

# PRICING WORKBOOK

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	QUALITY MATRIX EXPLANATION			
	P	DCD Table Name	DSD Field Name	Criteria
Field Name	National Stock Number	TIR NSNS	NSN	
	NIIN	TIR NSNS	NIIN	
	X	SPLY CTRI		
	DSCR Product Center	ORC TO PRODUCT CENTER		
TEAM	only)	ORC_TO_PRODUCT_CENTER		
NCLATURE		SPLY_CTRL	TM NM	
		SPCL MGMT_IND	SPCL PROCS CD	
IRPOD	Individual Repair Parts Ordering Data (IRPOD) within Navy Nuclear Community	STCL_MGM1_IND	070L_77000_00	•
(SI	Navy Critical Safety Item. See below site for additional information.	SPCL_MGMT_IND	SPCL_PROCS_CD	Navy = 03, Army = 05
FMS	Foreign Military Sales - Y, N or Blank	SPCL_MGMT_IND	FMS IND	DATE OF THE PROPERTY OF THE PR
CONFIGURATION MANAGEMENT	Identifies NSNs where Configuration Control Applies	SUPPMTL_DATA_LINE	DESCRIPTIVE_DATA and CTRL_NUM	DESCRIPTIVE DATA = LINE "MILES IDES/A" OF LINE CONTROLAPPLIES" OF LINE "EIA-649" OF LINE "EIA-649" OF LINE "EIA-649" OF LINE "52.246-9G36" or CTRL NUM = A0043
PIC	Place of Inspection Code. Refer to DLAI 4605.4 at	C_FILE	PLACE_OF_INSPECTION_CODE	
	laps.hq.dla.mil/	C CTD		
SHELF LIFE CD	Refers to the storage time-period assigned to assure issue of	SPLY_CTRL	SHELF_LIFE_CD	
	satisfactory material. Refer to manual DLAI 4605.4			
HAZARDOUS	Code used for storage purposes to assure that incompatible hazards are not stored next to one another. Refer to DLAI 4605.4 at http://www.dlaps.hc.dla.mil/	I M I DN I T	HAZ_CHAR_CD	
CRITICAL ITEM CD	Y, N or Blank. "Y' causes "Critical Application Item" to print on last line of CNTR_TECH_DATA_RVW. PR.	CNTR_TECH_DATA_RVW	CRICE_IIM_CD	
QA REV CD	Quality Assurance Review Code Y, N, or Blank	CNTR TECH DATA RVW	QA RVW_CD	
PRECIOUS METALS IND	Identifies the precious metal and its content to the contracting officer.  Refer to manual DLAI 4605.4 at http://www.dlaps.hq.dla.mil/	CNTR_TECH_DATA_RVW	PRCS_MILS_IND_CD	
TECH MNL REQD CD	identifies the technical manual required code.		TECH MNL REQUICU	
FLIGHT SAFETY IND	Y, N or Blank. Y' means NSN is a Hight Safety Item.	SPC MGMT IND	LIFE SPRT EOPMT	
LIPE WOTTOKI EQUIPMENT	Y N or Blank 'Y' means First Article Testing is required.	SPCL MGMT IND	FRST_ARTCL_TST_IND	
GOV FRNSH TLING		SPCL_MGMT_IND	GOV_FRNSH_TLNG_IND	
3FM IND	Government Furnished Material Indicator. Y, N or Blank.	SPCL MGMT IND	GEM NO	
GOV FRNSH PROP	Government Furnished Property Indicator: Y, N or Blank	SPEC DWG STD	RIGHT DATA OPL CD	
HIGHER LEVEL QUALITY	Y or Blank	PCMT IDNTF DESC	CTRL_NUM	CQC30 Or "00831" Or "A1035" Or "CQ005"
PRODUCT VERIFICATION TESTING	Y or Blank	PCMT_IDNTF_DESC	CTRL_NUM	"Q0009" Or "Q0081" Or "CQ019" Or "Q2513" Or "CQ012" Or "IB004"
MFG CONTROLS & IN-PROCESS	Y or Blank.	PCMT_IDNTF_DESC	CTRL_NUM	01150 Or "F0031" Or "02001" Or "01093" Or "F0010" Or "01651" Or "01560" Or "02266" Or "A0846"
GOVT FIT VERIFICATION TESTING	Y or Blank.	PCMT_IDNTF_DESC	CTRL_NUM	F0034 Or "F0067" Or "F0043" Or "F0017" Or "F0048" Or "F0041" Or "F0003" Or "F0063"
MEASURE AND TESTING EQUIPMENT	Y or Blank.	PCMT_IDNTF_DESC	COTS NO	CQ025 Or "CQC06" Or "CQ004" Or "CQ011" Or "CQ019" Or "CQC04"
Boeing Rights Guard Ind.	Commercial Off the Shell Indicator. Contact DSCR-VA, Technical Data	SPCL_MGMT_IND	GUARD_DATA_IND	
QCC	management person for special management of SCC (SSE, SSC) NSNs. Quality Control Code (QCC). This field is for DSCC (SSE, SSC) NSNs. Additional information about Higher Level Quality, Product Verification Testing. Mr. Controls & In-Process Inspection. Gow Fit Verification	CNTR_TECH_DATA_RVW	מנחץ_כופנ_כם	
QAP	Testing, Measure & Testing Equipment, QAPs and Quality Assurance Provision (QAP) information can be found at DSCR (S9G) QAPs: http://www.dscp.dia.mil/qap/qaps.htm DSCP (S9I) QAPs: http://www.dscp.dia.mil/qip/prod.serv/ces/index.html	SPEC_DWG_STD	SPEC_STD_NUM	SPEC_STD_CD = 'Q' and BASIC_REF_CD = 'B' or 'R'.
MYLARS	Y or Blank.	PCMT IDNTE DESC	CTRL NUM	For all ICPs use 01232 IDSCR -A0022, DSCC-C: CS061 - A0022, AND A0870, DSCC-E: CS061
EXTOR CONTROL	T OC DIGITAL			A0022, IA022, AND J0040, DSCP: IA022, CS061, A0022, AND IF002.
SMS	Indicates whether NSN qualifies under Strategic Material Sourcing			a →
WEDG	Weapon System Designator Code	WPN SYS TRLR	WSDC	C
WOUC	Andahou olasiu peakiawi cooc			